

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE entered into this 14<sup>th</sup> day of April 2008, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as "County" and PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., hereinafter referred to as "Lessee" (County and Lessee together the "Parties").

WITNESSETH:

WHEREAS, The County and the Lessee are Parties to a lease agreement (hereinafter referred to as "the Lease") dated April 24, 1996, under which Lease the Lessee leased from the County premises comprising 1,455 square feet within the building located at 29 Courthouse Square, Room 110, Rockville, Maryland; and

WHEREAS, the First Amendment to the Lease extended the term through October 14, 2004; and

WHEREAS, the Second Amendment to the Lease extended the term through October 14, 2008 and

WHEREAS, a copy of the Lease, First Amendment and Second Amendment are attached hereto and made a part hereof, and

WHEREAS, the Parties desire to extend the term of the Lease, and to adjust the rental terms;

NOW THEREFORE, the Parties desire to modify the terms of the lease as set forth herein.

1. TERM EXTENSION: The term of this Lease extension shall be (4) years to commence on October 15, 2008 and terminating on October 14, 2012.

2. RENTAL ADJUSTMENTS: It is agreed between parties that the annual rent payable by Lessee is as set forth in the following schedule:

LY 1	October 15, 2009	\$9,601.90	annually	\$800.15	monthly
LY 2	October 15, 2010	\$10,562.09	annually	\$880.17	monthly
LY 3	October 15, 2011	\$11,618.29	annually	\$968.19	monthly
LY 4	October 15, 2012	\$12,780.11	annually	\$1,065.00	monthly

3. MAIL NOTICES: This amendment shall reflect a change of address for the County. The new address is: Montgomery County, Department of Public Works and Transportation, Office of Real Estate, 101 Monroe Street 10<sup>th</sup> floor, Rockville Md., 20850 with a copy that dose not constitute notice to Montgomery County , Office of the County Attorney, 101 Monroe Street 3<sup>rd</sup> floor, Rockville Md. 20850.

All terms, covenants and conditions of the Lease not expressly modified and amended hereby shall remain in full force and effect and are hereby ratified and affirmed in all re4spects.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Amendment to be properly executed.

WITNESS:

By: Eileen S. McGuckian

TENANT:

PEERLESS ROCKVILLE HISTORIC  
PRESERVATION, LTD.

By: Joan Jensen

Title: PRESIDENT

Date: 3/20/08

WITNESS:

By: \_\_\_\_\_

LANDLORD:

MONTGOMERY COUNTY,  
MARYLAND

By: Diane R. Schwartz Jones

Diane R. Schwartz Jones  
Assistant Chief Administrative Officer

Date: \_\_\_\_\_

Date: 4/14/08

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]  
Associate County Attorney

RECOMMENDED

By: Cynthia Breneman

Cynthia Breneman, Director  
Office of Real Estate

Date: 3/10/08

Date: 3/10/08